



City of Fredericksburg
Request for Proposal #23-0316 Parks Master Plans

Issue Date: **May 12 2023**

Due Date & Time: **June 6 2023 2:00 PM EDT**

Interim Purchasing Manager:

Mark Whitley

E-mail Address:

mwhitley@fredericksburgva.gov

Proposal Submission

All proposals must be received by June 6, 2023 at 2:00 p.m. at the City Manager's Office, Fredericksburg City Hall, 715 Princess Anne Street, Fredericksburg VA 22404-7447. Any proposals received after the stated time and date will be returned unopened.

Voluntary Pre-Proposal Meeting

A voluntary pre-proposal meeting will be held on-site at the Dorothy Hart Community Center, 408 Canal Street, Fredericksburg VA 22401 on Tuesday, May 23rd, 2023 at 11:00 a.m.

Clarification of Terms

If any prospective Offeror has questions about this solicitation, please contact the Interim Purchasing Manager in writing, no later than 4:00 p.m. on Friday, May 26th, 2023. Oral requests for information will not be accepted, and no further inquiries will be accepted after this date and time. Any revisions to the solicitation will be made only by an addendum issued by the Interim Purchasing Manager. Responses to questions or other clarifications and addenda shall be posted on the City's website at www.fredericksburgva.gov no later than 4:00 p.m. on Tuesday, May 30th. It is the responsibility of prospective Offerors to obtain current information from the City website.

Period of Contract

The City anticipates a twelve-month contract for these services, although the final timeline shall be determined through the negotiation process.

Non-Discrimination

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

Contents

PURPOSE	3
BACKGROUND	3
STATEMENT OF NEEDS	4
Old Mill Park and Ficklen Island Master Plan	4
Alum Spring Park Master Plan	5
PROPOSAL INSTRUCTIONS - PREPARATION AND SUBMISSION	8
EVALUATION AND AWARD CRITERIA	12
OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS	13
GENERAL TERMS	15
SPECIAL TERMS	21
METHOD OF PAYMENT	23
SIGNATURE PAGE AND CONTACT INFORMATION	24
ATTACHMENTS	25
ATTACHMENT A.	26
ATTACHMENT B.	27
ATTACHMENT C.	28

PURPOSE

The City of Fredericksburg (hereinafter referred to as the “City”) is seeking proposals from qualified firms specializing in the planning and development of park site master plans. This plan will provide guidance for both short and long-range planning for the development of specific City parks by integrating community input and planning standards. The City anticipates that the development of the final draft plan will take approximately 12 months from initiation.

The City worked with a consultant to develop a Parks and Recreation Master Plan that was adopted and endorsed by the City Council in May, 2022.¹ The Master Plan specifically calls for the development of park-specific master plans for both Old Mill Park and Alum Springs Park. This Request for Proposal document solicits consulting assistance in developing those plans.

Part of the analysis for Old Mill Park is an evaluation of the recreational use of nearby Ficklen Island. Ficklen Island is an island in the Rappahannock River, and is within the boundaries of Stafford County but owned by the City and accessed from the south (City) bank of the river.

In addition, the City would like to engage in a contract for the development of a master plan for Alum Springs Park. Funding for this part of the work is not available until FY 2024, which begins on July 1, 2023.

BACKGROUND

Fredericksburg, Virginia is an independent city on the Rappahannock River, approximately 45 miles southwest of Washington, D.C., with a population of approximately 28,000. The City encompasses 10.52 square miles. Fredericksburg was a prominent port in Virginia during the Colonial era and is known for its role in numerous Civil War battles; indigenous groups were present in the region for hundreds of years prior to Europeans. The City seeks to be a leader in offering their citizens and visitors dynamic parks with amenities that can support daily use, and support the numerous special events that annually occur in the City.

Old Mill Park is located between Caroline Street and the Rappahannock River at the base of the river’s fall line. The park site has historical significance dating back to the 18th century when mills were developed in the area to take advantage of the powerful river currents. Today the 37-acre park is heavily used by both citizens, surrounding area residents, and tourists for both structured and unstructured activities. The park features two shelters, restrooms, parking, a playground, access to the Heritage Trail, bank fishing, a canoe/kayak launch, an open field, and the remains of the Bridgewater Mill site.

The street address for Old Mill Park is 2201 Caroline Street. The GPIN numbers for the two parcels that constitute Old Mill Park are 7779-98-8948 and 7870-90-2184, with the majority of the current features and active park use on the 7870-90-2184 parcel.

¹ Resolution 22-30. The Plan is referred to as the Parks & Recreation Master Plan 2021, and is accessible on the City’s website (www.fredericksburgva.gov).

Ficklen Island is located between Riverside Drive and the Rappahannock River in the middle of the river's fall line, just north of Old Mill Park. The concrete dam and gates once served several mills located in Old Mill Park, and is now used to access the island. Today the island features views of the river, and a trail. This area is not maintained by the City, but does offer an opportunity for as a natural conservation and historical site.

Alum Springs Park is accessed by vehicle across a ford located at the end of Greenbrier Drive, with pedestrian access also available through the City's Virginia Central Railway Trail. The Virginia Central Railway Trail goes through the park and is accessible both from Lafayette Boulevard and Emancipation Highway. The street address is listed as 0 Emancipation Highway. The GPIN number for the 20.32-acre parcel is 7778-49-9859. Alum Springs Park includes a playground, picnic facilities and nature trails. Hazel Run goes through the park property on its path between the Spotsylvania Mall area and the Rappahannock River, and there is a major sanitary sewer interceptor that follows the path of the stream that serves the City and a part of Spotsylvania County.

STATEMENT OF NEEDS

Old Mill Park and Ficklen Island Master Plan

Primary purpose is to develop a Site Master Plan for Old Mill Park and the connected area on the park perimeter referred to as Ficklen Island. This Master Plan should support the findings and recommendations in the City of Fredericksburg Parks and Recreation Master Plan 2021.

The project objectives include

- Park assessment with current needs, opportunities, community input and survey.
- Prioritization of current programs, events and services, that supports, financial and operational efficiencies and growth.
- Environmental Study that contains mitigation and plans for the floodplain, storm water management, erosion control needs and impacts, natural and cultural resource protection and best management practices.
- Feasibility Study for facility, grounds and infrastructure needs including restroom location, storage, operational needs, entrance ways and parking.
- Assessment of conditions, concerns and uses of Ficklen Island
 - Dam and mill ruins cultural significance
 - Dam and mill ruins condition assessment
 - Natural resource and waterways conditions with dam
 - Uses and potential revenue generating opportunities
 - Means of access to island
 - Risk Assessment -Safety concerns from access points and possible mitigation
- Schematic Design Plan, with methodology and preliminary cost estimates for proposed improvements for Old Mill Park and Ficklen Island.

Specific areas of focus:

- Park Entrances
- Parking
- Environmental sustainability
- Erosion
- Natural resource protection
- Cultural Resource protection
- Programs
- Special Events Park capacity issues and needs
- Restroom facility
- Storage
- Office/maintenance facility
- Picnic Shelters
- Current and future park amenities
- Revenue generating opportunities
- Trails- paved and natural
- Bike trail or track area
- Fitness Equipment
- Recreation areas for open play and/or game use
- Security
- River Access

Project outcomes to be produced by contracted firm

- Five (5) public meetings with citizens, staff, Recreation Commission, and elected and appointed officials (in person)
- Three (3) presentations to staff, Recreation Commission and City Council (in person and electronically)
- Evaluation of permitting agencies and permit requirements based upon conceptual drawings of Ficklen Island recommended mitigation of island access issues
- Schematic Design drawings of type, size and location of restroom facility within the Old Mill Park boundaries
- Park mapping and schematic drawings of future park layout generally detailing proposed programming, resource protections, recreation and park operation zones

Alum Spring Park Master Plan

Professional Service Request -

Primary purpose is to develop a Site Master Plan for Alum Spring Park.

This Master Plan should support the findings and recommendations in the City of Fredericksburg Parks and Recreation Master Plan 2021.

The project objectives include

- Park assessment with current needs, opportunities, community input and survey.
- Prioritization of current programs, events and services, that supports, financial and operational efficiencies and growth.
- Environmental Study that contains mitigation and plans for the floodplain, storm water management, erosion control needs and impacts, natural and cultural resource protection and best management practices.
- Tree assessment of selected areas.
- Feasibility Study for facility, grounds and infrastructure needs including restroom location, storage, operational needs, entrance ways and parking.
- Assessment of conditions, concerns and uses of sandstone cliffs area
 - Sandstone cliffs area cultural significance
 - Sandstone cliffs area condition assessment
 - Natural resource and waterways conditions with ford
 - Risk Assessment -Safety concerns from access points and use, and possible mitigation
- Schematic Design Plan of proposed improvements, with preliminary estimate of costs of plans for Alum Spring Park.

Specific areas of focus:

- Park Entrances
- Parking
- Environmental sustainability
- Erosion
- Natural resource protection
- Cultural Resource protection
- Programs
- Special Events Park capacity issues and needs
- Restroom facility
- Storage
- Office/maintenance facility
- Picnic Shelters
- Current and future park amenities
- Revenue generating opportunities
- Trails- paved and natural
- Bike trail or track area
- Fitness Equipment
- Recreation areas for open play
- Security

Project outcomes to be produced by contracted firm

- Five (5) public meetings with citizens, staff, Recreation Commission, and elected and appointed officials (in person)
- Three (3) presentations to staff, Recreation Commission and City Council (in person and electronically)
- Evaluation of permitting agencies and permit requirements in regards to recommended mitigation of park access issues
- Conceptual drawings of type, size and location of restroom facility within the Alum Spring Park boundaries
- Park mapping and schematic drawings of future park layout generally detailing proposed programming, resource protections, recreation and park operation zones

PROPOSAL INSTRUCTIONS - PREPARATION AND SUBMISSION

A. Proposal Requirements

In order to be considered for selection, Offerors should submit a complete response to this RFP.

Proposal Delivery Methods:

The City requests **One (1) original and five (5) hard copies of each proposal and one (1) electronic copy** (CD, DVD, or removable drive) of the proposal. If the proposal contains proprietary information, submit one (1) hard copy and electronic copy that **DOES NOT** contain the proprietary information, and mark it as a REDACTED copy. Any proposals received at the specified location after the deadline will not be considered and shall be returned unopened.

It is the Offeror's responsibility to ensure that proposal packages are received by the time and date indicated at the appropriate location. Proposals submitted elsewhere, including to other City buildings, will not be accepted.

Refer to the cover page of this document for the deadline and for the address.

1. Proposal Preparation

An authorized representative of the Offeror must sign any submitted proposal. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of proposal. **Failure to submit all required information may result in a lowered evaluation score of the proposal.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The City is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements.

Other proposal format requirements include:

- a. The entire proposal response shall be signed and filled out as required. The entire RFP, with signature page, must be included in the ORIGINAL proposal and the ELECTRONIC copy of the proposal. Additional copies must include the signed cover page, but need not include the remainder of the original RFP.
- b. No font smaller than 12 point.
- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)
- d. All pages should be numbered.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The signed proposal and required number of copies must be returned in a separate envelope, box, or other sealable package, and identified as follows:

Vendor Name Street or Box Number City, State, Zip Code	POSTAGE*
City of Fredericksburg City Manager's Office ATTN: <u>Mark Whitley, Interim Purchasing Manager</u> 715 Princess Anne St. Fredericksburg, VA 22401 -OR- Post Office Box 7447 715 Princess Anne St. Fredericksburg, VA 22404-7447	
Note on the package the due date/time & RFP#/title	

Unsealed proposals may be hand delivered to the designated location in the office issuing the solicitation, please check office hours and for Holiday closures.

No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing

agency will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

2. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Interim Purchasing Manager by Friday, May 26th at 4:00 p.m. All inquiries must be submitted in writing to Mark Whitley, via email, at mwhitley@fredericksburgva.gov. Please include the RFP number and title in the subject line of the message.

Any revisions to the solicitation will be made only by addendum issued by the Interim Purchasing Manager and will be posted on the City's website, www.fredericksburgva.gov.

3. Proprietary Information

All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. You cannot mark pricing information as confidential. If the City cannot tell which specific parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will release it in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

The classification of the entire proposal document and/or pricing information as proprietary or trade secrets is not acceptable.

B. Specific Proposal Submission Instructions

Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's capabilities to provide the required services. Offerors are strongly advised to provide a model for the City's evaluation purposes that represents their solution to all requirements depicted in the RFP, and which is complete, comprehensive, simple and easy to understand. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

TAB 1: RFP and Addenda

- The complete RFP with attachments signed and filled out as required. Also, include an original signed copy of any future addenda to this RFP that may be issued.

TAB 2: Qualifications

Describe your firm's background, experience, and qualification related to this type of contract that should include, but not be limited to, the following:

- Professional competence of consultant/firm and key personnel
- Resumes of key personnel
- The office of the firm from which the majority of the work would be performed
- Please describe any capabilities for surveying, civil engineering, and landscape architecture that your firm may provide
 - Alternatively, please provide details on partnerships with subcontractors that would be available to provide these types of services as detailed in the proposal.

TAB 3: Implementation

Describe your firm's capability to respond to the City's needs including the following:

- Current workload of key personnel and ability to take on additional consultation, evaluation, and field work when needed
- Please describe your proposed schedule of work and deliverables
- Please describe your proposed outreach and community engagement, including potential public meetings, public surveys, or other public outreach

TAB 4: Experience

- General and specific examples of relevant work
- References

TAB 5: Appendices, Data and Other Submissions

- Include any other appendices, data and other information necessary to support your proposal.

All of the information provided in the proposal will be evaluated for its completeness and the firm's demonstrated understanding of the City's needs for this important work.

EVALUATION AND AWARD CRITERIA

The Interim Purchasing Manager will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. **Failure to meet all mandatory requirements may result in a reduced evaluation score of up to 10% of the total available points.** Selection of the successful offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria		Weight
1.	Qualifications	30
2.	Implementation	30
3.	Experience	30
4.	Completeness of the Proposal & Understanding of City's Needs	10
Total		100 Points

OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS

The following requirements and qualifications are **MANDATORY** and pertain to the solicitation only. Compliance will determine if Offeror may be deemed eligible for award.

1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
2. **MANDATORY USE OF CITY FORM AND TERMS FOR RFPs:** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
3. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.
5. **VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC

Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the City website, www.fredericksburgva.gov, for a minimum of ten (10) days.

7. **AWARD:**

This procurement is for professional services, as defined under the Code of Virginia (§2.2-4301). Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Repetitive informal interviews may be requested, where offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed concepts, as well as alternative concepts. At the conclusion of this process, the City shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the City may award contracts to more than one offeror. Should the City determine in writing and in the City's sole discretion that only one offeror is fully qualified or that one offeror is clearly more qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

GENERAL TERMS

These are mandatory and non-negotiable terms applicable to any contract awarded under this procurement.

A. Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

B. Audit. Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

C. Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

D. Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of the City of Fredericksburg, Virginia, is the exclusive venue for any litigation regarding this contract.

E. Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

F. Default. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

a. Remedies for Default. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law.

b. If the Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

G. Dispute Resolution. The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation

being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

H. Drug-Free Workplace. Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

I. Ethics in Public Contracting. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

J. Force Majeure. No party to this Agreement shall be liable or responsible to the other party for any failure, interruption, or delay in fulfilling any of its obligations under this agreement, due to events beyond the affected party's control, including natural disaster, act of God, war, armed conflict, pandemic, epidemic, public health crisis, or state of emergency, provided that the affected party gives the other party prompt written notice of the occurrence of the event, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure, interruption, or delay and ensure the effects of the Force Majeure Event are minimized.

K. Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et. seq) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).

L. Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.2-4308.2. Contractor will provide

the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.

M. Indemnification. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

N. Insurance. Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- a. Workers’ Compensation—as required by law.
- b. Employer’s Liability--\$100,000.
- c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.
- d. Automobile Liability-- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.
- e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.

With all the policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage and provide copies of applicable policies along with applicable endorsements, including but not limited to an endorsement listing the City as an additional named insured.

O. Licensing. Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.

P. Modifications. Only the City Manager or City Interim Purchasing Manager may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term. Contractor shall not require any employee or agent of the City other than the City Manager or Interim Purchasing Manager to execute any additional contract, license, or other agreement pertaining to this contract.

Q. Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

R. Non-Discrimination. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section. Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor. Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

S. Notices. Any notices pertaining to this contract must be sent by first-class mail to:

a. To the City:

Fredericksburg City Manager

P.O. Box 7447

Fredericksburg, Virginia 22404-7447

b. To the Contractor:

The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

T. Payments. Contractor must provide its federal employer identification number and VA W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor's federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City's determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

U. Payments to Subcontractor. Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment. Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph. Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employer identification numbers. Contractor will provide this information to the City upon request. Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

V. Prime Contractor and Subcontractors. Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Interim Purchasing Manager. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Interim Purchasing Manager.

W. Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

X. Severability. If any provision of this agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the agreement remain in full force, if the essential terms and conditions of the agreement for each party remain valid, binding, and enforceable.

Y. Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

Z. Termination. The City may terminate this contract for any reason upon 30 days' notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

SPECIAL TERMS

1. **Term.** The initial term contract period will be for one year from the date of award. All orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration of the date of the Contract) have been completely performed or services delivered.
2. **Confidentiality.** Contractor will hold confidential any information provided by the City under this contract. Contractor will not disclose this information to any third party, during or after the term of this contract, unless required to do so by valid court order or subpoena.
3. **Project Manager.** Contractor shall designate an employee as project manager for this contract. Contractor shall not assign any duties to the project manager that would conflict with the manager's responsibilities under this contract. Contractor will only designate a different project manager with the City's written permission, which will not be unreasonably withheld.

The project manager is responsible for coordination of all of Contractor's work under the contract, such as overall control over Contractor's work, communication with the City's point-of-contact, securing required approvals and permissions (work orders, etc.) from the City, attending meetings with the City, and consulting with the City as requested.

4. **No Other Costs.** Contractor warrants that the City will incur no costs either on a one-time or continuing basis, other than those specified in this contract.
5. **Personnel.** All of Contractor's personnel providing goods and services under the contract shall be adequately qualified to provide those goods and services. Contractor shall remove from the project and replace any of Contractor's personnel that the City deems unsuitable for the project.
6. **Assessment Reviews.** Contractor and the City shall meet weekly through the contract term at the City or via phone conference, to review the planning and progress of the project. Contractor's project manager shall attend all of these meetings. Contractor shall respond promptly to any concerns raised by the City at the meetings.
7. **Ownership of Documents.** All information supplied by the City under this contract remains the sole property of the City. All materials (such as methods, formulae, processes, improvements, strategies, data, and original works of authorship) prepared by Contractor specifically in performance of this contract become property of the City. Upon completion of the task orders or termination of the contract, the Contractor shall promptly return to the City all data supplied by the City still in Contractor's possession, and Contractor shall turn over to the City originals of all materials prepared specifically in performance of this contract, in hard copy, electronic format, or both, as desired by the City. Contractor assigns

to City the copyrights to all work prepared, developed, or created under this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) display the work publicly.

8. **Advertising.** Contractor will not make any news or advertising releases pertaining to this contract for any purpose, specifically including use for marketing references, without advance written permission from the City.

METHOD OF PAYMENT

The contractor shall be paid using one of the following methods for all procurements:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the City will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale.
2. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9.

To be considered eligible for payment, **all invoices must be received at the following address should reference the purchase order and contract numbers:**

City of Fredericksburg
Attn: Accounts Payable
PO Box 7447
Fredericksburg, VA 22404-7447

SIGNATURE PAGE AND CONTACT INFORMATION

The undersigned hereby offers and agrees to furnish all goods and / or services in accordance with the signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.

Company Name	
Address	
City / State / ZIP	
Signature	
Printed Name	
Title	
Date	
E-mail	
Telephone	
Telephone (Mobile)	
DUNS #	
Vendor ID (SCC)	

ATTACHMENTS

Attachment A. – Vendor Data Sheet

Attachment B. – State Corporation Commission Form

Attachment C. – Proprietary and Confidential Information

ATTACHMENT A.

Vendor Data Sheet

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

3. References: Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ Dollar Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ Dollar Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Email: _____

Project: _____

Dates of Service: _____ Dollar Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

ATTACHMENT B.

State Corporation Commission Form

This form must be returned with response to solicitation

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____ Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

ATTACHMENT C.

Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO. & PAGE NO.	REASON WHY PROTECTION IS NECESSARY